



Office of the Mayor-President

Purchasing Division
City of Baton Rouge
Parish of East Baton Rouge
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Kris R. Goranson
Purchasing Director

ADDENDUM NO. 1

March 2, 2021

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Your reference is directed to: **File Number: 21-01411**

Solicitation Number: **20008-A21-1411 [A21-1411 Drug Testing Kits - Supplemental]** which is scheduled to open on **March 5, 2021 at 11:00 A.M. CST.**

The addendum addresses the following question submitted by the Inquiry Period deadline for the referenced solicitation:

- **Q1.** Is this bid just for supplies or supplies and testing services?
- **A1. Supplies.**
- **Q2.** I'm following up to see if you still need the same read time on the drug tests, 4 hours, up to 6 hours?
- **A2. Agency typically reads immediately, but it can be up to 4 hours.**
- **Q3.** Also, the approx. volume of tests ordered per the contract?
- **A3. 1500 Drug Screen Cups are ordered when needed. This department would order approximately 4500 drug screen cups a year.**
- **Q4.** Regarding specifications on page 14, note that the E-Z Split Key Cup--and almost all other drug test cups on the market--require a timing device; the control line does not indicate read time, but rather the proper functioning of the test. Please verify that this is acceptable.
- **A4. Yes; please specify any deviations from listed specifications on the "Specifications" page of solicitation.**
- **Q5.** Regarding the specifications on page 15, note that the E-Z Split Key Cup is only stable for up to 1 hour. Please verify that this is acceptable.
- **A5. Yes; please specify any deviations from listed specifications on the "Specifications" page of solicitation.**
- **Q6.** Regarding the specifications on page 15, note that the E-Z Split Key Cup's percent agreement with GC-MS clinical studies vary based on drug strip, and not all of the drugs are above 99% agreement for both positive and negative results. Please verify that an average of 94% agreement or more per strip is acceptable.
- **A6. Yes; please specify any deviations from listed specifications on the "Specifications" page of solicitation.**
- **Q7.** Are all kits to be instant?
- **A7. Yes**

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- **Q8.** Please provide info for on-site training. How often will this be needed? I am a certified collector and can provide this training. Will there be opportunities in which I will be needed as a collector?
- **A8. No; if training could be provided, once a year would be appropriate.**
- **Q9.** What is meant by integrated collection and testing? I interpret this as to mean that I would do the collections.
- **A9. No; urine specimen is not prepared for transport or transfer; collection and discarding of urine specimen occurs on-site.**
- **Q10.** What is meant by the statement "no timing required control line means read time?"
- **A10. No timing required due to the possibility of false results. The control line will represent read time for result interpretation regarding test validity.**
- **Q11.** What are the multiple cut off options for certain drugs?
- **A11. The cutoff level for marijuana (THC) should be 50ng/mL. Any negative test result for THC means that the sample measured is below 50ng/mL. Any positive test for THC means the sample measured is 50ng/mL or higher.**
- **Q12.** It states that they're requesting an Acon Integrated E-Z Split Key Cup 6 panel Drug Test, but on page 14, it states, "Up to 14 drugs of abuse per test" If the cup tests for 14 drugs, the panel should be a 14 panel, not 6 panel. Please advise.
- **A12. It should be 6.**
- **Q13.** Under the drug testing cup specification page it states the following as a sample of what EBR City Parish is seeking: Drug Test: Acon Integrated E-Z Split Key Cup 6 Panel Drug Test No. 011021984, or Approved Equivalent. Is a drug testing cup of the same kind acceptable in an 8 panel capacity? Or must it only be a 6 panel capacity?
- **A13. We have been using a 6 panel; if there is more panels to a testing cup, great! Providing that the cost is the same.**
- **Q14.** Under the drug testing cup specification pages, it states 14 drug panel variants. Can you elaborate on what panels are most important to accomplish EBR City Parish drug testing kit goals? Or are we to understand that you require a 14 panel drug testing kit? We ask this question because our drug testing kits test for the panels in the manner of 5, 6, 7 etc. and not a 6 panel with 14 panel capacity.
- **A14. We are requesting the 6 panel screen, but have no preferences of number of panels on a testing cup. Our concern and goal is to test clients using illicit drugs.**
- **Q15.** Continuing with the drug testing cup specification section. It states that on site or web-based training with certification must be provided. Can you elaborate on the size of your team that needs to be trained and certified? For example: 15 persons, English language training, plus 15 manuals, must be trained on or before 30days etc... We need to know your training requirements in order to tailor a program that will fit EBR City Parish training standards as well as any other federal government urinalysis standards.
- **A15. 25 +**

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- Q16. In continuation with the drug testing kits section, by what date must the first 200 drug testing kits be delivered?
- A16. We don't have a specific date that drug screen cups are needed. We make sure that drug screen cups are ordered before we run out. For example, 2500 test are ordered. A call from Detention to a designated staff member will be received stating that we are getting low on drug screen cups. That low number is between 800 - 500 drug screen cups available onsite. This is when another order is placed once it is approved by the director.
- Q17. Page 19 states the word Sample, should this page be omitted or are we to fill this page out in its entirety and include this as part of our bid package?
- A17. It should be submitted with bid package, but not filled out due to it being a sample of the "Agreement".
- Q18. Is there a preferred format that our bid package must follow? For Example: Page 1 Addendum, Page 2 Application etc....?
- A18. The bid package should be submitted in chronological order followed be Addendum and other documents if applicable.
- Q19. If we require certain provisions in this bid/ contract what are we allowed and what will not be allowed as contractor provisions?
- A19. Per "Instructions to Bidders/Terms & Conditions for Annual Contracts" – 25. Terms and Conditions, page 4, states the following: This solicitation contains all terms and conditions with respect to the purchase of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, vendor agrees that contrary terms and conditions which may be included in their bid are nullified; and agrees that this contract shall be construed in accordance with this solicitation and governed by the laws of the State of Louisiana as required by Louisiana Law.
- Q20. Where and or how will we be able to review answers to our questions?
- A20. An Addendum will be posted on Bid Express and LaPAC for review of answers to questions.
- Q21. We are minority certified, economically disadvantaged women owned small business. Are there any considerations for this type of business designation? We ask because we understand under instructions to bidders it asks if the products are made or grown in LA in order to potentially qualify for a preference. We do not have this preference and as such we are asking if the certification (as a minority certified, women owned economically disadvantaged small business) we possess is a consideration in lieu of made or grown in LA preference?
- A21. City-Parish invites any Minority Business Enterprise to respond to solicitations even if preference isn't claimed by potential vendors. Certifications will only verify that a potential vendor is indeed a Minority Business Enterprise. At this time, no preference is given for award of contract based on this Certification.
- Q22. Our company is a corporation. Will the City-Parish allow for a letter signed by a member of the board of directors indicating authority of our signatory to bind our company in a contract instead of the Corporate Resolution document included on page 18 of the bid packet?
- A22. City-Parish will need either a corporate resolution designating one or more persons as representing the company or the officer signing the bid needs to be listed on the Secretary of State website.

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- **Q23. Under federal clauses section 2 states:** Bidder acknowledges that contracts in excess of \$10,000.00 shall contain termination provisions including the manner in which termination shall be effected and the basis for settlement. In addition, such provisions shall describe conditions for termination due to fault and for termination due to circumstances outside of the contractors' control. Who makes these provisions us as the potential contractor or will the EBR City Parish include these provisions in a separate contract? If we are to make these provisions in a new or current contract, what are your requirements and would this require our attorney to draft said provisions?
- **A23. EBR City-Parish will include provisions (if applicable) within the awarded contract.**
- **Q24. Under Federal Clauses, section 5 and section 6 state the following:** V. Copeland "Anti-Kickback" Act Bidder acknowledges that all construction/repair contracts and sub-grants in excess of \$2,000 shall include provisions requiring compliance with the Copeland "Anti-kickback" Act (18 U.S.C. §3141-3148), which provides that each contractor or sub-recipient shall be prohibited from inducing any person employed in the construction, completion or repair of public work, to give up any part of the entitled., VI. Davis-Bacon Act- Bidder acknowledges that all construction contracts in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act, which requires contractors to pay laborers and mechanics wages at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors shall be required to pay wages not less than once a week. *Referring to our question 1, is this something that we the potential contractor must seek legal drafting?*
- **A24. EBR City-Parish will include provisions (if applicable) within the awarded contract.**
- **Q25. Under additional requirements for this bid it states:** Payment terms for services will be Net 30 days based on the monthly invoice. Agencies will be invoiced monthly in arrears by the contractor. Advanced payments shall not be made. *Is there a specific invoicing format that must be followed? If so, where can we review the acceptable invoicing format and procedures? Once invoicing is provided in the acceptable manner, is payment made through ACH bank transfer or with a government issued check or level3 government purchasing card?*
- **A25. Yes, a specific invoicing format shall be followed. "Annual Contract Special Terms and Conditions" – Invoice Support, page 8, provides acceptable invoicing format and procedures. Payments will be handled by EBR City-Parish Accounts Payable.**
- **Q26. Regarding the Terms & Conditions #20 on page 3, would the City-Parish consider amending this to include a notice to cure and a cure period prior to termination? Or insert a reference the "Termination for Cause" section on page 7 instead, which includes this language?**
- **A26. No; per "Instructions to Bidders/Terms & Conditions for Annual Contracts" – 25. Terms and Conditions, page 4, states the following: This solicitation contains all terms and conditions with respect to the purchase of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, vendor agrees that contrary terms and conditions which may be included in their bid are nullified; and agrees that this contract shall be construed in accordance with this solicitation and governed by the laws of the State of Louisiana as required by Louisiana Law.**

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- **Q27.** Regarding the Terms & Conditions #29 on page 4, would the City-Parish allow for insertion of the word "third party" in front of "claims and actions for bodily injury," etc.? Similarly, would the City-Parish allow for the insertion of "third party" in front of "claims, suits and actions" etc. for the first bullet on page 7?
- **A27. No; per "Instructions to Bidders/Terms & Conditions for Annual Contracts" – 25. Terms and Conditions, page 4, states the following: This solicitation contains all terms and conditions with respect to the purchase of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, vendor agrees that contrary terms and conditions which may be included in their bid are nullified; and agrees that this contract shall be construed in accordance with this solicitation and governed by the laws of the State of Louisiana as required by Louisiana Law.**
- **Q28.** Towards the end of the first bullet on page 7, would the City-Parish consider removal of "commission or omission of any act" and instead replace with "recklessness, or willful misconduct in the performance of this agreement," and then add "but not to the extent any Losses caused by any negligence, recklessness, willful misconduct, or breach on the part of the Contractor's Indemnified Parties or a Third Party" at the very end of the sentence?
- **A28. No; per "Instructions to Bidders/Terms & Conditions for Annual Contracts" – 25. Terms and Conditions, page 4, states the following: This solicitation contains all terms and conditions with respect to the purchase of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, vendor agrees that contrary terms and conditions which may be included in their bid are nullified; and agrees that this contract shall be construed in accordance with this solicitation and governed by the laws of the State of Louisiana as required by Louisiana Law.**
- **Q29.** Regarding "Termination for Cause" and "Termination for Convenience" sections on page 7, would the City-Parish consider reciprocity so that the contractor also has termination rights?
- **A29. No; this is an additional requirement for this bid.**
- **Q30.** Regarding insurance section D, if we are awarded the City-Parish will be included as part of a blanket endorsement for additional insureds per written contract instead of individually named, however this is functionally equivalent. Please verify that this is acceptable.
- **A30. Yes**
- **Q31.** Regarding insurance section F, our insurers will not provide notice to additional insureds directly, and as such this will not be reflected on the certificate. Will the City-Parish instead allow for the contractor to be held responsible for the 30 days written notice prior to cancellation or change?
- **A31. Yes**

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- **Q32. Under Contractors and Sub-Contractors Insurance it states the following:**

A. Commercial General Liability on an occurrence basis as follows:

General Aggregate	\$2,000,000
Products-Comp/Op Agg	\$2,000,000
Personal & Adv Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any one fire)	\$ 50,000
Med Exp	\$ 5,000

B. Business Auto Policy Combined Single Limit
Any Auto, or Owned,
Non-Owned & Hired \$1,000,000

We would like to know if this insurance is for a specific department of EBR City Parish? Are persons to be covered? Will our drug testing products require insurance protections? If auto insurance is covered as mandatory, what is the type of automobile that needs coverage? Referring back to automobile coverage will drivers need to be covered? By when would this policy need to be in effect and for how long must it remain in effect?

- **A32. No, the insurance isn't for a specific department of EBR City-Parish. Yes, persons are to be covered under Standard Workers Compensation. No, drug testing products will not require insurance protection. Automobile insurance will cover any vehicle utilized by a potential vendor when providing services on EBR City-Parish property. Yes, drivers are to be covered under the same Automobile insurance. The policy will be requested from the awarded vendor by EBR City-Parish. It must remain in effect for duration of contract (initial year with possibility of two additional 1 year extensions).**

Due to the COVID-19 emergency situation and in light of the Louisiana Governor's Proclamation Number JBE 2020-30, the City of Baton Rouge and Parish of East Baton Rouge, Purchasing Division, is temporarily suspending in-person attendance by vendors at public bid openings for bids published by our office.

Any vendor who would like to listen to the opening of this bid can attend via teleconference with the information below on the date and time of this bid opening:

Join by phone

+1-408-418-9388 United States Toll

Access code: 263 373 080 (followed by the # button)

Alternate numbers to call if number above is not available, which may occur due to network traffic (use the same Access Code, followed by the # button):

United States Toll (Boston) +1-617-315-0704

United States Toll (Chicago) +1-312-535-8110

United States Toll (Dallas) +1-469-210-7159

United States Toll (Denver) +1-720-650-7664

United States Toll (Jacksonville) +1-904-900-2303

United States Toll (Los Angeles) +1-213-306-3065

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This teleconference number will provide you with live audio access to this bid opening. The link will be live at the noted bid opening time for the date of bid opening.

All other terms & conditions remain unchanged.

This addendum is hereby officially made a part of the referenced solicitation and should be attached to the bidder's proposal or otherwise acknowledged therein.

If you have already submitted your proposal and this addendum causes you to revise your original bid, please indicate changes herein and return to Purchasing prior to bid opening in an envelope marked with the file number, bid opening date, and time. If this addendum does not cause you to revise your bid, please acknowledge receipt of the addendum by signing your name and company below and returning it in accordance with the provisions above.

cc: Bid File 21-01411

dbethley@brla.gov
225-389-3259 x 311

Signature

Date

Company